

04-11-2003

U.S. DEPARTMENT OF COMMERCE  
RECORDATION FORM COVER SHEET Patent and T  
**TRADEMARKS ONLY**



102416255

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original document or copy thereof.

1. Name of Party(ies) conveying an interest:

Ace Cash Express, Inc.

Additional Conveying Parties ☒ [Y] ☐ [N]

☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☒ Corporation - Texas  
☐ Other

2. Name and Address of Party(ies) receiving an interest:

Travelers Express Company, Inc.

1550 Utica Avenue South

Minneapolis, MN 55416

Attn: Chief Legal Counsel

☐ Individual ☐ Association –  
☐ General Partnership ☐ Limited Partnership  
☒ Corporation - Minnesota  
☐ Other  
☐ Citizenship

3. Interest Conveyed:

☐ Assignment ☐ Change of Name  
☒ Security Agreement ☐ Merger  
☐ Other

If not domiciled in the United States, a domestic representative designation is attached:

☐ Yes  
☐ No

Effective Date: March 31, 2003

4. Application number(s) or registration number(s). Additional sheet attached?

Yes ☐ X No ☐

A. Trademark Application No.(s) 76/490562; 76/490563; 76/491255; 76/491366

B. Trademark Registration No.(s) 1370520; 1374191; 1476206; 1489647; 1793853; 1806389; 1831538; 1831546; 1846958; 2108173; 2155964; 2183193; 2318222;

5. Name and address of party to whom correspondence concerning document should be mailed:

Name Luke Weedon, Esq.  
 Baker Botts L.L.P.  
 Street Address: 2001 Ross Avenue, Suite 600

City: Dallas  
 State: Texas

Zip: 75201-2980

6. Number of applications and registrations involved: 17

7. Amount of fee enclosed or authorized to be charged: \$440.00

8. Deposit account number (Attach duplicate copy of this form if paying by deposit account):

04/10/2003 DBYRNE 00000174 76490562

01 FC:0521 40.00 OP  
 02 FC:0522 400.00 OP

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

B. K. Drinkwater  
 Name of Person Signing

Signature

April 8, 2003  
 Date

Total number of pages including cover sheet

11

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information:

Commissioner of Patent and Trademarks  
 Box Assignments  
 Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project, (0651-0011), Washington, D.C. 20503.

1. Name of Party(ies) conveying an interest: - Continued

2. Check Express, Inc.  
a Florida corporation

3. Check-X-Change Corporation  
a California corporation

TRADEMARK

REEL: 002709 FRAME: 0471

THIS TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT IS SUBORDINATE (INCLUDING WITH RESPECT TO LIEN PRIORITY) IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN INTERCREDITOR AGREEMENT, DATED AS OF THE DATE HEREOF, BY AND AMONG ACE, TRAVELERS AND CERTAIN OTHER CREDITORS OF ACE (AS AMENDED, MODIFIED OR RESTATED FROM TIME TO TIME, THE "INTERCREDITOR AGREEMENT") TO THE INDEBTEDNESS AND OTHER LIABILITIES OWED BY ACE UNDER AND PURSUANT TO THAT CERTAIN CREDIT AGREEMENT, DATED AS OF THE DATE HEREOF, BY AND AMONG ACE, THE LENDERS FROM TIME TO TIME PARTY THERETO, WELLS FARGO BANK TEXAS, NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT FOR SUCH LENDERS, AND JPMORGAN CHASE BANK, AS AGENT FOR SUCH LENDERS, AS THE SAME MAY BE AMENDED OR MODIFIED FROM TIME TO TIME, AND TO THE INDEBTEDNESS AND OTHER LIABILITIES OWED BY ACE UNDER AND PURSUANT TO THAT CERTAIN NOTE PURCHASE AGREEMENT, DATED AS OF THE DATE HEREOF, BY AND AMONG THE DEBTOR, THE PURCHASERS FROM TIME TO TIME PARTY THERETO, AND AMERICAN CAPITAL FINANCIAL SERVICES, INC., AS AGENT FOR SUCH PURCHASERS, AS THE SAME MAY BE AMENDED OR MODIFIED FROM TIME TO TIME.

### **TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT**

THIS TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (the "Agreement") made as of this 31<sup>st</sup> day of March, 2003, by Ace Cash Express, Inc., a Texas corporation ("ACE"), Check Express, Inc., a Florida corporation ("CEI"), and Check-X-Change Corporation, a California corporation ("CXC", and together with ACE and CEI, individually, collectively, jointly and severally, "Grantor"), in favor of Travelers Express Company, Inc., a Minnesota corporation, on behalf of itself and MoneyGram Payment Systems, Inc., and Moneyline Express, Inc. (collectively, "Travelers").

### W I T N E S S E T H

WHEREAS, Ace and Travelers have entered into that certain Money Order Agreement dated April 16, 1998, pursuant to which Travelers has agreed to serve as Ace's money order supplier (as amended, supplemented, restated or otherwise modified from time to time, the "Money Order Agreement"), and Ace and Travelers have entered into that certain Money Transfer Agreement dated June 30, 2000, pursuant to which Travelers has agreed to serve as Ace's money transfer service supplier (as amended, supplemented, restated or otherwise modified from time to time, the "Money Transfer Agreement"), and Ace and Travelers have entered into that certain Bill Payment Processing and Funds Transfer Services Agreement dated April 1, 1998, pursuant to which Travelers has agreed to serve as Ace's bill payment processing supplier (as amended, supplemented, restated or otherwise modified from time to time, the "Bill Payment Agreement", and together with the Money Order Agreement and the Money Transfer Agreement, the "Travelers Agreements");

WHEREAS, pursuant to the terms of the Assignment of Deposit Accounts and Security Agreement of even date herewith between ACE and Travelers (as the same may be amended or otherwise modified from time to time, the "ACE Security Agreement"), ACE has granted to Travelers a security interest in substantially all of the assets of ACE including all right, title and interest of ACE in, to and under all now owned and hereafter acquired trademarks trade names, service marks, registration marks, logos and the like and all products and proceeds thereof, to secure the payment of all amounts owing by ACE under the Travelers Agreements;

WHEREAS, pursuant to the terms of the Assignment of Deposit Accounts and Security Agreement of even date herewith made by certain Subsidiaries of Ace (including CEI and CXC) in favor of Travelers (as the same may be amended or otherwise modified from time to time, the "Subsidiary Security Agreement"), each of CEI and CXC has granted to Travelers a security interest in substantially all of the assets of such Grantor including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired trademarks, trade names, service marks, registration marks, logos and the like and all products and proceeds thereof, to secure the payment of all amounts owing by such Grantor under that certain Unconditional Guaranty Agreement, dated as of the date hereof made by certain Subsidiaries of Ace (including CEI and CXC) in favor of Travelers (as the same may be amended or otherwise modified from time to time, the "Guaranty"); and

WHEREAS, the ACE Security Agreement and the Subsidiary Security Agreement shall be collectively referred to herein as the "Security Agreement".

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor, jointly and severally, agrees as follows:

1. Incorporation of Security Agreement. The Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement. For purposes of this Agreement, "Trademarks" shall mean, collectively, all of the following now owned or hereafter created or acquired by Grantor:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith including, without limitation, those listed on Schedule A to this Agreement;

(b) all renewals thereof;

(c) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing including, without limitation, damages and payments for past, present and future infringements of any of the foregoing;

(d) the right to sue for past, present and future infringements of any of the foregoing;

(e) all rights corresponding to any of the foregoing throughout the world; and

(f) all goodwill associated with and symbolized by any of the foregoing.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Obligations (as defined below), Grantor hereby grants and conditionally assigns to Travelers, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created or acquired:

- (i) each Trademark listed on Schedule A annexed hereto, together with any reissues, continuations or extensions thereof; and
- (ii) all products and proceeds of the forgoing.

As used herein, "Obligations" shall mean

- (a) all "Travelers Obligations" as defined in the Intercreditor Agreement;
- (b) all "Obligations" as defined in the Guaranty;
- (c) any and all renewals, extensions, modifications and increases of such Obligations; and
- (d) all costs, expenses and fees, including but not limited to all court costs and reasonable attorneys' fees, arising in connection with the collection of any or all amounts, indebtedness, obligations and liabilities described in items (a) through (c) above, including all costs, expenses and fees arising in connection with the enforcement of this Agreement.

3. Warranties and Representations. Grantor, jointly and severally, warrants and represents to Travelers that:

- (a) Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Trademark, free and clear of any liens (except for Permitted Liens), charges and encumbrances, including without limitation licenses and covenants by Grantor not to sue third persons;
- (b) Grantor has no notice of any suits or actions commenced or threatened with reference to any Trademark (except as disclosed on Schedule 3.06 to the Bank Agreement); and
- (c) Grantor has the unqualified right to execute and deliver this Agreement and perform its terms.

4. Restrictions on Future Agreements. Grantor agrees that until the Obligations shall have been satisfied in full and the Travelers Agreements and Security Documents shall have been terminated, Grantor shall not, without the prior written consent of Travelers, sell or assign

its interest in, or grant any license under, any Trademark or enter into any other agreement with respect to any Trademark, and Grantor further agrees that it shall not take any action or permit any action to be taken by others subject to its control, including licensees, or fail to take any action which would affect the validity or enforcement of the rights transferred to Travelers under this Agreement.

5. Product/Service Quality. Grantor agrees (i) to maintain the quality of any and all products and/or services in connection with which the Trademarks are used, consistent with commercially reasonable business practices, and (ii) to provide Travelers, upon Travelers' request from time to time, with a certificate of an officer of Grantor certifying Grantor's compliance with the foregoing. Upon the occurrence of an Event of Default, Grantor agrees that Travelers, or a conservator appointed by Travelers, shall have the right to establish such additional product or service quality controls as Travelers, or said conservator, in its reasonable judgment, may deem necessary to assure maintenance of the quality of products and services sold by Grantor under the Trademarks.

6. New Trademarks . If, before the Obligations shall have been satisfied in full or before the Travelers Agreements and Security Documents have been terminated, Grantor shall (i) become aware of any existing Trademarks of which Grantor has not previously informed Travelers, or (ii) become entitled to the benefit of any Trademarks, which benefit is not in existence on the date hereof, the provisions of this Agreement above shall automatically apply thereto and Grantor shall give to Travelers prompt written notice thereof. Grantor hereby authorizes Travelers to modify this Agreement by amending Schedule A to include any such Trademarks.

7. Duties of Grantor. Grantor shall (i) file and prosecute diligently any trademark applications pending as of the date hereof or hereafter, (ii) preserve and maintain all rights in the Trademarks, as reasonably deemed appropriate by Grantor (iii) ensure that the Trademarks are and remain enforceable.

8. Travelers' Right to Sue. After an Event of Default, Travelers shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and, if Travelers shall commence any such suit, Grantor shall, at the request of Travelers, do any and all lawful acts and execute any and all proper documents required by Travelers in aid of such enforcement and Grantor shall promptly, upon demand, reimburse and indemnify Travelers for all costs and expenses incurred by Travelers in the exercise of its rights under this Section 8.

9. Cumulative Remedies; Power of Attorney. Grantor hereby acknowledges and affirms that the rights and remedies with respect to the Trademarks, whether established hereby or by the Security Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Grantor hereby authorizes Travelers upon the occurrence of an Event of Default, to make, constitute and appoint any officer or agent of Travelers as Travelers may select, in its sole discretion, as Grantor's true and lawful attorney-in-fact, with power to (i) endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for Travelers in the use of the Trademarks, or (ii) take any other actions with respect to the Trademarks as Travelers deems to be in the best interest of Travelers, or (iii) grant or issue any exclusive or non-exclusive license under the Trademarks to

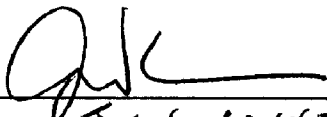
anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Obligations shall have been paid in full and the Travelers Agreements and Security Documents have been terminated. Grantor hereby further acknowledges and agrees that the use by Travelers of the Trademarks shall be worldwide, except as limited by their terms, and without any liability for royalties or related charges from Travelers to Grantor.

10. Intercreditor Agreement. In the event of any conflict between the terms, conditions, covenants, or agreements contained herein and in the Intercreditor Agreement, the terms, conditions, covenants and agreements contained in the Intercreditor Agreement shall control. Notwithstanding anything to the contrary contained herein, (a) each exercise of rights or remedies in respect of the Trademark Collateral hereunder by Travelers shall be subject to, and shall only be made in accordance with, the Intercreditor Agreement and (b) any and all Proceeds received by Travelers with respect to any sale of, collection from or other realization upon all or any part of the Trademark Collateral whether consisting of investment property, monies, checks, notes, drafts, bills of exchange, money orders or commercial paper of any kind whatsoever, shall, subject to the terms of the Intercreditor Agreement, be immediately applied to the Obligations in the order specified in the Travelers Agreements and Security Documents.

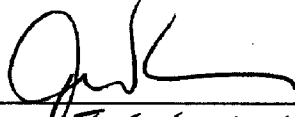
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IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

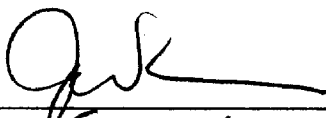
**ACE CASH EXPRESS, INC.**

By:   
Name: Joe W. Cannon  
Title: CEO

**CHECK EXPRESS, INC.**

By:   
Name: Joe W. Cannon  
Title: VP

**CHECK-X-CHANGE CORPORATION**

By:   
Name: Joe W. Cannon  
Title: VP

Agreed and Accepted  
As of the Date First Written Above

**TRAVELERS EXPRESS COMPANY,  
INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**ACE CASH EXPRESS, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CHECK EXPRESS, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CHECK-X-CHANGE CORPORATION**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Agreed and Accepted  
As of the Date First Written Above

**TRAVELERS EXPRESS COMPANY,  
INC.**

By:           A. P. B.            
Name:           Anthony P. B.            
Title:           VP/GM

**SCHEDULE 1**

<b>Owner</b>	<b>Trademark Name</b>	<b>Jurisdiction</b>	<b>Application Status</b>	<b>Registration Number/ Application No.</b>
Ace Cash Express, Inc.	A C E AMERICA'S CASH EXPRESS	Mexico	Registered	667241
Ace Cash Express, Inc.	A A C E AMERICA'S CASH EXPRESS and design	United States of America	Registered	1,831,546
Ace Cash Express, Inc.	A A-C-E AMERICA'S CASH EXPRESS and design	Canada	Registered	TMA445484
Ace Cash Express, Inc.	ACE	United States of America	Registered	2,155,964
Ace Cash Express, Inc.	A A C E and design	United States of America	Registered	1,806,389
Ace Cash Express, Inc.	ACE AMERICA'S CASH EXPRESS and design	Texas	Registered	052565
Ace Cash Express, Inc.	ACE AMERICA'S CASH EXPRESS and design	Texas	Registered	052564
Ace Cash Express, Inc.	ACE CANADA'S CASH EXPRESS and design	Canada	Pending	Serial No. 1132776
Ace Cash Express, Inc.	AFTER ALL... IT'S YOUR MONEY!	United States of America	Pending	Serial No. 76/490562
Ace Cash Express, Inc.	CASH IN ON OUR CONVENIENCE	United States of America	Registered	1,846,958
Ace Cash Express, Inc.	CASH IN ON OUR CONVENIENCE	United States of America	Registered	1,831,538
Ace Cash Express, Inc.	CASH IN ON OUR CONVENIENCE	United States of America	Registered	2,108,173
Ace Cash Express, Inc.	CASH IS OUR MIDDLE NAME	United States of America	Registered	2,318,222
Ace Cash Express, Inc.	IT'S YOUR MONEY. WHY WAIT?	United States of America	Pending	Serial No. 76/491255
Check Express, Inc.	CHECK EXPRESS	United States of America	Registered	1,370,520
Check Express, Inc.	CHECK EXPRESS	Canada	Registered	TMA496291

CERTIFICATE OF MAILING BY EXPRESS MAIL

I hereby certify that this document is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" under 37 C.F.R. § 1.10 in an envelope addressed to "Box Assignments, Assistant Commissioner of Patents, Washington, D. C. 20231-9999"

B. K. Drinkwater

Name

B. K. Drinkwater

Signature

April 8, 2003

Date

EV 073053636 US

Express Mail No.